

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

MORTGAGE OF REAL ESTATE

THIS MORTGAGE, made this the 30 day of January, 2014, by Teri Arnold Weeks, who is also known as Teri Burnett Weeks, and who was formerly known as Teri Saxon Arnold (hereinafter referred to as "Mortgagor") and given to Robert E. Lee (hereinafter referred to as "Mortgagee"), whose current address is 109 County Village Court Greenwood, South Carolina 29646.

WITNESSETH:

THAT, WHEREAS Teri Arnold Weeks, who is also known as Teri Burnett Weeks, and who was formerly known as Teri Saxon Arnold, is indebted to Robert E. Lee, who is also known as Sonny Lee in the principal sum of Five Thousand Five Hundred and No/100 (\$5,500.00) Dollars; and subject to the terms set forth in the promissory note of Teri Arnold Weeks, who is also known as Teri Burnett Weeks and Teri Saxon Arnold, of even date herewith, said principal together with interest thereon being payable as provided in said note, with the entire balance, if not sooner paid, being due on September 24, 2016, as provided in and by the terms of said Note of this same date; which along with any latter written agreement modifying the Note, are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together plus interest thereon, and all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, his heirs, successors and/or assigns, the following described property:

Parcel I

All of my right, title, and interest, represented and believed to be a 100 % interest, in and to that certain piece, parcel or lot of land, with any and all improvements located thereon, situate, lying and being in the County of Greenwood, State of South Carolina, and being on the Shores of Lake Greenwood, being known and designated as **Lot No. 1 of Block "C", Tract No. 1, Ligon Property**, as shown on a plat thereof recorded in Plat Book 15, at Page 183, in the Office of the Clerk of Court for Greenwood County; reference being made to said plat for a more complete description of this property, including such metes and bounds as is shown thereon.

This is a portion of the property conveyed by deed of Lynda W. Bagwell to Wayne Weeks and Teri Saxon Arnold; said deed being dated January 28, 2003, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 768 at page 102. Thereafter, Wayne Weeks conveyed his interest in the above property to Teri Saxon Arnold by that certain deed dated October 14, 2010 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1231 at page

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212. Wayne Weeks and Teri Saxon Arnold later married, and Teri Saxon Arnold is now known as Teri Arnold Weeks or Teri Burnett Weeks.

T.M.S. 6869-129-879

Property Address: 1006 Ligon Road
Greenwood, SC 29649

AND

Parcel II

All of my right, title and interest, represented and believed to be a 100% interest, in and to that certain piece, parcel or lot of land, with any and all improvements thereon, situate, lying and being located in the County of Greenwood, State of South Carolina; and being designated as **Lot No. 18 of Block "A"**, of the Robert Ligon lands as shown and depicted on a plat thereof made by T. C. Anderson, Surveyor, dated April 3, 1959, and recorded in Plat Book 10, at Page 66, in the Office of the Clerk of Court for Greenwood County. Reference is made to the referenced plat for a more complete description of this property.

This is a portion of the property conveyed by deed of Lynda W. Bagwell to Wayne Weeks and Teri Saxon Arnold, dated January 28, 2003, and recorded in Deed Book 768 at page 102 in the Office of the Clerk of Court for Greenwood County. Wayne Weeks, also known as Wayne E. Weeks, died on May 12, 2013, a resident of Greenwood County, South Carolina. His estate, or at least his interest in the above described property, was devised or transferred to his wife, Teri Arnold Weeks, who may also be known as Teri Burnett Weeks, and who was formerly known as Teri Saxon Arnold.


T.M.S. 6869-112-891

Property Address: 1008 Ligon Road
Greenwood, SC 29649

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

TO HAVE AND TO HOLD all and singular the Property unto the Mortgagee, his heirs, successors and/or assigns forever.

AND the mortgagor does hereby bind herself and her heirs, successors and/or assigns to warrant and forever defend all and singular the premises unto the mortgagee, the mortgagee's heirs, successors and/or assigns, from and against herself and her heirs, successors, and/or assigns, lawfully claiming or to claim the same, or any part thereof.

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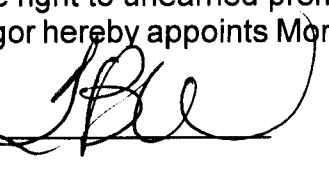
PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined, or as defined in the accompanying Note, has occurred.

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. **Maintenance.** Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property and will cut no timber on the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

2. **Insurance.** Mortgagor will keep all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof against all risks including, if coverage is available, flood and earthquake. Such insurance will be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and will not be cancelable by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee. Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagor upon any policy of insurance insuring any portion of the property, regardless of whether mortgagee is named in such policy as a person entitled to collect upon the same. Any indemnity payment received by Mortgagee from any such policy of insurance may, at the option of the Mortgagee, (i) be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by the Mortgagee to the replacement, repair or restoration of the portion of the property damaged or destroyed or (iii) be released to the Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Mortgagor fails to insure the Property as herein required, Mortgagee may after giving ten (10) days written notice to Mortgagor to insure the Property in the name of Mortgagor or in the name of the Mortgagee or both, and the premiums for any such insurance obtained by the Mortgagee shall be the obligation of mortgagor. Upon foreclosure of this mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the property which is in the custody of the Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the property at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in fact of the Mortgagor to assign all right,

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title and interest of the Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

3. **Taxes and Assessments.** If the mortgagor, her successors, heirs, and/or assigns, shall fail to pay all taxes and assessments upon the premises when they shall first become payable, then mortgagee, his heirs, successors, and assigns may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse herself under this mortgage for the sum so paid, with interest thereon at the rate provided in the note from the date of such payment.

4. **Expenditures by Mortgagee.** Mortgagor shall make payment for restoration or repair of the property, for insurance premiums or for taxes, assessments or other charges which are required by this Mortgage or by law which constitute a lien upon or are secured by a lien upon the property which is superior to the lien of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount of validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the property is stayed during the pendency of such appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing. Failing such timely payment, Mortgagee may make any such expenditure for Mortgagor, but shall not be obligated to pay for the same, and any such payment shall be secured by this Mortgage and shall the same rank and priority of debt as the principal due hereunder, and after payment shall be added to the outstanding principal hereunder and shall bear interest at the same rate thereafter as outstanding principal.

5. **Transfer.** At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged property, or if the title shall become vested in any other person in any manner whatsoever other than by the death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee may require changes in the rate of interest, term of loan, payments of principal and/or interest, or other terms and conditions of this Mortgage and/or the Note secured hereby.

6. **Environmental Laws and Hazardous Substances.** Mortgagor warrants and agrees that except as previously disclosed and acknowledged in writing to Mortgagee, no hazardous substance is or will be located, stored, or released on or in the Property. This restriction does not apply to small quantities of Hazardous substances that are generally recognized to be appropriate for normal use and maintenance of the Property.

7. **Default.** The occurrence of any of the following events shall be deemed a Default under this Mortgage: (A) failure of Mortgagor to pay any sum secured by the Mortgage when due; (B) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage or the Note that accompanies it within thirty (30) days following the giving of notice by Mortgagee to Mortgagor to observe or perform the same; (C) adjudication of Mortgagor as bankrupt, assignment of the assets of Mortgagor for the benefit of creditors, appointment of a receiver, trustee, or conservator for the assets of Mortgagor; (D) Mortgagor transfers the Property without prior approval of Mortgagee; (E) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Mortgagee's security; or, (F) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Mortgagee's interest.

8. **Remedies and Acceleration.** Upon the occurrence of a Default as here in above defined, Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums due, case costs,

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and a reasonable attorneys fee, and foreclose this Mortgage and sell the Property. At the foreclosure Mortgagee shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of an other rights and remedies provided in this Mortgage or by law. All of which rights and remedies may be exercised by Mortgagee simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

9. **Waiver by Mortgagee.** Mortgagee may, in the sole discretion of Mortgagee, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver of forbearance shall be deemed a waiver by Mortgagee of any other right or remedy provided herein or by law to be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

10. **Waiver by Mortgagor.** Mortgagor waives and relinquishes: (A) all homestead exemption rights relating to the Property, unless otherwise prohibited by law; and (B) the statutory right of appraisal under mortgage foreclosure as provided for in section 29-3-680 as follows: "The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY." This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

11. **Notices.** Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the latest address of such party known to the party sending the same.

12. **Miscellaneous.** (A) It is understood and agreed that all indebtedness of Mortgagor to Mortgagee at any time hereafter existing resulting from advances now or hereafter made to Mortgagor, regardless of whether such advances are made at the option of the Mortgagee or otherwise, will be secured by this instrument as principal plus any interest thereon, court costs and reasonable attorney fees until all of said indebtedness has been satisfied in full. (B) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such party or parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor and Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors, and assigns, whether so expressed herein or not. (C) This Mortgage shall be construed and enforced in accordance with the laws of South Carolina.

13. **Assignment of Rents and Profits.** As further security for all sums due under this Mortgage, Mortgagor assigns to Mortgagee a portion of all rents and profits arising from rent of the Properties at 1006, 1008, and 1010 Ligon Road, Greenwood, South Carolina as set forth and specifically provided for in the Note that accompanies this Mortgage; otherwise Mortgagor shall be entitled to collect and retain such rents and profits as the property of Mortgagor without accounting to the Mortgagee thereof.

14. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to

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150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage this 30 day of January, 2014.

Signed, sealed, and delivered in the presence of :

Curtis S. Clark

Teri Arnold Weeks
(Seal)
Teri Arnold Weeks, also known as

Teri Burnett Weeks
(Seal)
Teri Burnett Weeks, formerly known as

Teri Saxon Arnold
(Seal)
Teri Saxon Arnold

Teri C. Mathis

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)
PROBATE

Before me, the undersigned Notary Public, personally appeared the undersigned witness, who being duly sworn, deposed and said that (s)he saw the within named Mortgagor sign, seal, and deliver the foregoing Mortgage and that (s)he together with the other witness hereto witnessed the execution hereof by the Mortgagor.

Sworn to before me this 30th day of January, 2014.

Curtis S. Clark
(Witness)

Teri C. Mathis LS)
Notary Public for South Carolina
My Commission expires: 9-18-2023